Ashley M. Gjøvik, JD In Propria Persona (415) 964-6272 ashleymgjovik@protonmail.com Boston, MA

# UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

IN RE:

ASHLEY M. GJOVIK.

CHAPTER 7 CASE No: 25-11496

JUDGE CHRISTOPHER J. PANOS

DEBTOR'S MOTION FOR ORDER TO SHOW CAUSE AND SANCTIONS AGAINST CREDITOR APPLE INC.

**CREDITOR No. 21011446** 

PROOF OF SERVICE II
GOLDMAN SACHS

FED. R. BANKR. P. RULE 9013

# CERTIFICATE & PROOF OF SERVICE

- 1. My name is Ashley Marie Gjovik. I am a self-represented Debtor in this above captioned matter. This is a Second Certificate and Proof of Service in Debtor's Motion For Order To Show Cause And Sanctions Against Creditor Apple Inc. (Dkt. 20).
- 2. I hereby certify that USPS mail service of Goldman Sachs Bank USA was initiated and addressed to Salt Lake City Branch, Lockbox 6112, P.O. Box 7247, Philadelphia, PA 19170. Service is via USPS Priority Mail with Signature Service under tracking No. 9410 8301 0935 5005 7700 14. (Dkt. 22; here as Exhibit A). I hereby certify the address used for this service was identified by Debtor on public, formal documents posted by both Apple and Goldman Sachs. (Exhibit B).
- 3. I hereby certify that the USPS tracking history shows the notice I addressed to Goldman Sachs with the address provided, was forwarded by Goldman Sachs on Sept. 1 2025. (Exhibit C). I hereby certify that on Sept. 10 2025, I was notified that the mail I addressed to Goldman Sachs with the address provided, was retrieved by CITIGROUP. (Exhibit D).
- 4. I hereby certify that I have no knowledge that Goldman Sachs is part of CITIGROUP or why CITIGROUP would be managing Goldman Sachs' mail.
- 5. I hereby certify that true and correct copies of proofs of the above service and related documents are attached as exhibits. I declare under penalty of perjury under the laws of the United States of America, and in compliance with Fed.R.Bankr.P. Rule 9011, that the foregoing is true and correct. Executed on September 10 2025 in Boston, Massachusetts.

Respectfully submitted,

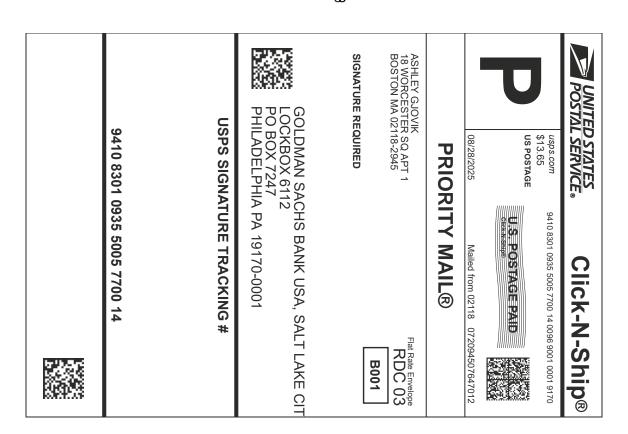
/s/ Ashley M. Gjovik

In Propria Persona 18 Worcester Square, Apt 1 Boston, MA 02118

Dated: September 10 2025

# EXHIBITS

# EXHIBIT A





# Instructions

- 1. Please use a laser or laser-quality printer.
- 2. Adhere shipping label to package with tape or glue DO NOT TAPE OVER BARCODE. Be sure all edges are secure. Self-adhesive label is recommended
- 3. Place label so that it does not wrap around the edge of the package.
- 4. Each shipping label number is unique and can be used only once - DO NOT PHOTOCOPY.
- 5. Please use this shipping label on the "ship date" selected when you requested the label.
- 6. If a mailing receipt is required, present the article and Online e-Label Record at a Post Office for postmark.

# 9410 8301 0935 5005 7700 14

Print Date: 2025-08-28 Ship Date: 2025-08-28 **PRIORITY MAIL®** \$9.70 **Extra Services:** \$3.95 Fees: \$0.00

Total:

\$13.65

**ASHLEY GJOVIK** From:

18 WORCESTER SQ APT 1 **BOSTON MA 02118-2945** 

To:

**GOLDMAN SACHS BANK USA, SALT LAKE CITY B** 

**LOCKBOX 6112** PO BOX 7247

PHILADELPHIA PA 19170-0001

nercial Pricing PRIORITY MAIL® rates apply. There is no fee for USPS Tracking® service on PRIORITY MAIL® service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date

# EXHIBIT B





# **Apple Card Customer Agreement**

# **Your Apple Card Rates**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>18.24%</b> to <b>28.49%</b> when you open your account, based on your creditworthiness and other factors.
	After that, this APR will vary with the market based on the Prime Rate. <sup>1</sup>
How to Avoid Paying Interest on Purchases	Your due date is at least 28 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance (adjusted for any financing plan) by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at https://www.consumerfinance.gov/learnmore

Fees	
Annual Fee	None
Transaction Fees	None
Penalty Fees	None
Other Fees	None

# HOW WE WILL CALCULATE YOUR BALANCE:

We use the daily balance method (including new Transactions).

### **PRIME RATE:**

Variable APRs are based on the 7.50% Prime Rate as of 06/30/2025.

 $^{1}$ We add 10.74% to 20.99% to the Prime Rate to determine the Purchase APR.

Variable APRs will not exceed 29.99%.

**For New York residents:** For more information, call Issuer at 877-255-5923. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. Contact the New York State Department of Financial Services at 1-800-342-3736 or http://www.dfs.ny.gov.

# Case 25-11496 Doc 28 Filed 09/10/25 Entered 09/11/25 14:05:00 Desc Main Welcome to Apple Card! Page 8 of 17

Your Apple Card Account is issued by Goldman Sachs Bank USA, Salt Lake City Branch ("Bank," "we," "us," or "our"). The Bank is also the creditor of your Account. This is a legal agreement between you and us. By accepting, using or permitting others to use your Apple Card Account, or adding your Card to Apple Wallet, you are agreeing to be bound by this "Agreement," which includes this Apple Card Customer Agreement, together with your rates information, which can be found in your Apple Wallet or online. Please read it carefully, and keep a copy for your records.

You can view, print, save and email current versions of the Agreement at any time from your Apple Wallet, or you can request this Agreement by contacting us.

### **CONTACTING US**

Except as explicitly set forth in this Agreement, you can contact us with questions or other matters about your Account by:

- Using Messages
- · Calling us toll-free at 877-255-5923; or
- Writing to us at Lockbox 6112, P.O. Box 7247, Philadelphia, PA 19170-6112.

If you attempt to contact us by other means, we may not receive your message and may not be able to respond in a timely manner, or at all.

### **CHANGES TO THIS AGREEMENT**

Subject to applicable law, we may change any term of this Agreement, or add new provisions, at any time in our sole discretion. If we are required by law to provide you with notice of any changes to this Agreement, we may do so in accordance with the "Electronic Communications Agreement" we have already provided to you. Subject to applicable law, continued access to or use of your Account following such notice shall be deemed to be your acceptance of such modified version of this Agreement. If you do not agree to this Agreement or any revised version of this Agreement, we may require you to close your Account. When your Account is closed, (i) in cases where you have a right to reject a change pursuant to applicable law, we will not apply that change to your Account; and (ii) in all other cases, the revised version of this Agreement will apply while you repay your outstanding balance.

THIS AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU (1) ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT OR (2) EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED IN THE ARBITRATION PROVISION, WHICH IS SET FORTH AT THE END OF THIS AGREEMENT.

### **Important Definitions**

This section defines some important terms used in this Agreement.

- "Account" means the Apple Card consumer credit account issued by the Bank, opened for you under this Agreement. This is also referred to as your Apple Card Account.
- "Apple" means Apple Inc. and its affiliates, including Apple Payments Services LLC (a service provider to Bank).
- "Apple Account" means the account you have with Apple for use with Apple products and services, including iCloud.
- "Apple Cash" means the prepaid debit card offered by Green Dot Bank. The Apple Cash card is accessible through Apple Wallet and can be used to send money to individuals, make purchases from merchants with Apple Pay in stores, apps and online. Apple Cash must be set up separately from this Account.
- "Business Day" means Monday through Friday, excluding all U.S. federal holidays.
- "Card" means any physical, digital or virtual card, or other means, including your or any Participant's Apple Account, which may be used to access the Account.
- "Cash Advance and Cash Equivalents" means any cash advance and other cash-like transaction, including purchases of cash equivalents such as travelers checks, foreign currency, or cryptocurrency; money orders; peer to peer transfers, wire transfers or similar cash-like transactions; lottery tickets, casino gaming chips (whether physical or digital), or race track wagers or similar betting transactions.
- "Co-Owner" means each individual who has been approved by us to share the Account and who is individually and jointly responsible for repaying all amounts due on the Account. Co-Owners are also individually and jointly responsible for complying with the terms of this Agreement.
- "Credit Limit" means the maximum amount of credit we allow on your Account.
- "Eligible Device" means any device, including a Required Device, that is associated with your Apple Account, has internet access and has a version of iOS that supports the use of Apple Card in your Apple Wallet, or has a version of iPadOS, watchOS, visionOS or macOS that supports the use of Apple Card.
- "Messages" is an app available on iOS, iPadOS, watchOS, visionOS (as applicable) or macOS that allows you to contact us.
- "Month" means each calendar month.

# dispute a charge to your Apple Card How to report a transaction issue or

You can report Apple Card transaction issues from your iPhone or iPad.1

# How to report an issue

Before you complete these steps, be sure your device has the <u>latest version of iOS</u> or

- 1. On your iPhone, open the Wallet app and tap your Apple Card. On your iPad, go to Settings and tap Wallet & Apple Pay.
- Under Latest Card Transactions, tap the transaction that you want to report
- 3. Tap it again, then tap "Report an Issue."
- 4. Tap "The merchant information for this transaction is incorrect" to report issues like inaccurate location information on Apple Maps.
- 5. Tap "I need help with this transaction" to submit a dispute.

Tap "Continue to Chat." The Messages app opens with a pre-written text message about the transaction you need help with.

To report your issue, you must answer all questions, review your responses, and submit the form. Goldman Sachs will review your completed form and initiate a transaction dispute. Check your email or Wallet for updates on the status of your dispute. Tap the Send button

6. If you believe your card or personal information has been compromised, select "I want to report a compromised card and request a replacement.'

Tap "Continue to Chat." The Messages app opens with a pre-written text message about the transaction you need help with.

Tap the Send button 🚳

Answer all questions presented to report your issue. Once your responses are received, Goldman Sachs will open a case based on the details provided and process your card replacement request.

# If it's an Apple transaction

To request a refund for apps or other content from Apple:

- 1. Open the Wallet app, then tap Apple Card. Under Latest Card Transactions, tap the Apple transaction, then tap it again.
- 2. Tap "Report an Issue."
- 3. Tap "I need help from Apple with this transaction." Then tap "Report a Problem to Apple." Sign in with your Apple Account and password.
- 4. Under "What can we help you with?" tap "Request a refund," then complete the form and tap Submit.
- 5. Check your email for updates on the status of your refund.

# If it's an Apple Store transaction

order status, track a delivery, view pickup details, edit your delivery or email address, print If your issue is about a purchase you made at Apple Store Online, you can <u>check your</u> an invoice, and more by checking your online Order Status.

If you want to report a dispute with an Apple Store purchase to Goldman Sachs

- 1. On your iPhone, open the Wallet app and tap Apple Card. Under Latest Card Transactions, tap the Apple Store transaction, and then tap it again
- 2. Tap "Report an Issue," then tap "I need help with this transaction."
- 3. Tap "Continue to Chat." The Messages app opens with a pre-written text message about the transaction you need help with.
- 4. Tap the Send button 10.

# If you're part of an Apple Card Family account

Only Apple Card owners and co-owners can report transaction issues in Wallet.<sup>2</sup>

Before you dispute a charge, check with other Apple Card Family members<sup>3</sup> to see if they might have made the transaction.

# How Apple Card disputes are handled

- After a dispute is received, it can take up to two complete billing cycles, but no more
- When your dispute begins processing, a confirmation email is sent to your Apple Account email address.
- You may receive a temporary credit for the disputed amount.
- While your dispute is being investigated, you aren't required to pay the disputed amount or any related interest charges.

Goldman Sachs may contact you by email to request additional information about your

# If your dispute is approved

including credit for interest charges — becomes permanent. After the dispute is approved, if the merchant also issues you a credit for the disputed transaction, the permanent credit Goldman Sachs evaluates your information to make a final decision about your dispute or transaction issue. If your dispute is approved, any temporary credit you received may be reversed.

# If your dispute isn't approved

- All or a portion of any temporary credit applied to your account while your dispute was being investigated will be reversed. This amount will appear as a transaction in the Wallet app and your next monthly statement.
- Your account balance will automatically increase by the amount of the reversed credit Be sure to pay your minimum payment due to keep your account current.
- information and instructions on filing a Billing Error Notice, which is a type of transaction dispute, review the section of your Apple Card Customer Agements that or Billing Repta. Summary, "as explained in the Customer Agreement, Billing Error Notices must be in writing and mailed to Coldman Sachs Bank USA, Lookbox 6112 (6122), P.O. Box 7247, Philadelphia, PA 19170-6112. Apple Card is issued by Goldman Sachs . Billing Error Notices are a type of transaction dispute protected under the Fair Credit Billing Act. For more

Bank USA, Salt Lake City Branch. Contact us immediately if you believe any physical Apple Card or any eligible device with an Apple Card has been lost or stolen, any credentials have been compromised, or your account has been accessed without your permission. You won't be liable for any unauthorized transactions made on your account.

on your Co-Owner's account before the accounts merged. Each Co-Owner will be reported to credit bureaus as an owner on the account. In addition, Co-Owners will have full visibility into all account activity approval and general eligibility requirements. For Apple Card eligibility requirements, click here. Either Co-. Each Co-Owner is individually liable for all balances on the Co-Owned Apple Card, including amounts due involves risk, including payment history and other information about your Apple Card, including negative items like missed payments. Addition of new Co-Owner or merging existing accounts is subject to credit Owner can close the account at any time, which may negatively impact your credit, and you will still be responsible for paying all balances on the account. For details on account-sharing options, including and each Co-Owner is responsible for the other Co-Owner's instructions or requests. Co-Ownership some of the risks and benefits, click here.

3. Apple Card Family Participants and Co-Owners do not need to have a familial relationship but must be part of the same Apple Family Sharing group.

4. Customers who have declined e-sign consent will receive certain communications via mail.

To access and use all Apple Card features and products available only to Apple Card users, you must add Apple Card to Wallet on an iPhone or iPad that supports and has the latest version of iOS or iPadOS. Apple Card is subject to credit approval, available only for qualifying applicants in the United States, and issued by Goldman Sachs Bank USA, Salt Lake City Branch.

Apple Payments Services LLC, a subsidiary of Apple Inc., is a service provider of Goldman Sachs Bank USA for Apple Card and Savings accounts. Neither Apple Inc. nor Apple Payments Services LLC is a bank.

lf you reside in the U.S. territories, please call Goldman Sachs at 877-255-5923 with questions about Apple

Apple Pay is a service provided by Apple Payments Services LLC, a subsidiary of Apple Inc. Neither Apple

Inc. nor Apple Payments Services LLC is a bank. Any card used in Apple Pay is offered by the card issuer. provided without recommendation or endorsement. Apple assumes no responsibility with regard to the selection, performance, or use of third-party websites or products. Apple makes no representations regarding third-party website socuredy or reliability, <u>Contact the ventalor</u> for additional information. nation about products not manufactured by Apple, or independent websites not controlled or tested by Apple, is

Published Date: February 07, 2025

Helpful?

ON ON Yes How to report a transaction issue or dispute a charge to your Apple Card

Privacy Policy Terms of Use Sales and Refunds Site Map Copyright @ 2025 Apple Inc. All rights reserved.

United States

# EXHIBIT C

# Case 25-11496 Doc 28 Filed 09/10/25 Entered 09/11/25 14:05:00 Desc Main Document Page 12 of 17

# USPS® Item Delivered, Individual Picked Up at Post Office 9410830109355005770014

From auto-reply@usps.com <auto-reply@usps.com>

To Ashley Gjovik < ashleymgjovik@protonmail.com >

Date Wednesday, September 10th, 2025 at 1:14 PM



# Hello **Ashley**,

Your item was picked up at the post office at 12:51 pm on September 10, 2025 in PHILADELPHIA, PA 19170 by CITIGROUP. The item was signed for by D LYTTE.

Tracking Number: <u>9410830109355005770014</u>

Package Shipped from: HQ - ECNS

# **Delivered, Individual Picked Up at Post Office**



**Tracking & Delivery Options** 

# **My Account**



Expected delivery date and time is subject to change, but if it does we'll send you an email update. Delivery options not available for all packages at all times.

September 10, 2025

Dear Ashley Gjovik:

The following is in response to your request for proof of delivery on your item with the tracking number: **9410 8301 0935 5005 7700 14**.

# Item Details

Status: Delivered, Individual Picked Up at Post Office

Status Date / Time: September 10, 2025, 12:51 pm Location: PHILADELPHIA, PA 19170

Priority Mail®

Doc 28

**Extra Services:** Signature Confirmation™

Up to \$100 insurance included

Actual Recipient Name: D LYTTE

Note: Actual Recipient Name may vary if the intended recipient is not available at the time of delivery.

# **Shipment Details**

Weight: 1lb, 0.0oz

# Recipient Signature

Signature of Recipient:

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely, United States Postal Service® 475 L'Enfant Plaza SW Washington, D.C. 20260-0004

# EXHIBIT D

# **USPS Tracking®**

FAQs >

Remove X

Track Packages Anytime, Anywhere Get the free Informed Delivery® feature to receive automated notifications on your packages

**Learn More** 

(https://reg.usps.com/xsell?

app=UspsTools&ref=homepageBanner&:ppURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action)

**Tracking Number:** 

9410830109355005770014

Add to Informed Delivery (https://informeddelivery.usps.com/) Copy

# **Latest Update**

Your item was picked up at the post office at 12:51 pm on September 10, 2025 in PHILADELPHIA, PA 19170 by CITIGROUP. The item was signed for by D

**Get More Out of USPS Tracking:** USPS Tracking Plus®

## **Delivered**

Delivered, Individual Picked Up at Post Office PHILADELPHIA, PA 19170

September 10, 2025, 12:51 pm

### **Available for Pickup**

PHILADELPHIA, PA 19170 September 10, 2025, 9:36 am

### **Distribution to PO Box in Progress**

PHILADELPHIA, PA 19176 September 10, 2025, 9:34 am

### **Arrived at Post Office**

PHILADELPHIA, PA 19176 September 10, 2025, 9:23 am

# **Forwarded**

PHILADELPHIA, PA September 1, 2025, 12:56 pm

## **Forwarded**

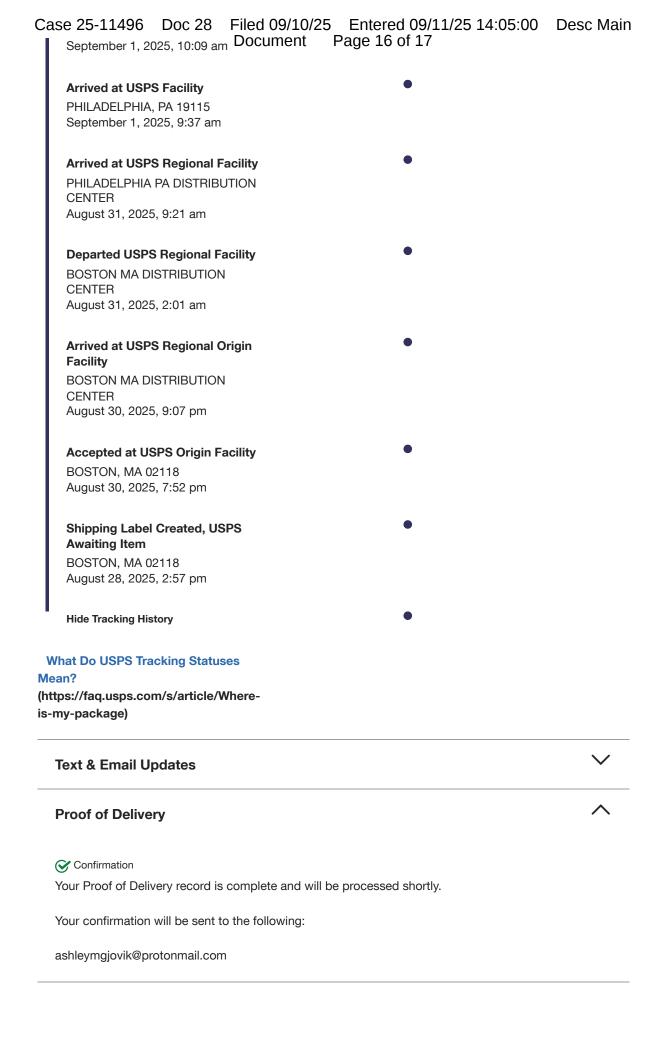
PHILADELPHIA, PA September 1, 2025, 12:51 pm

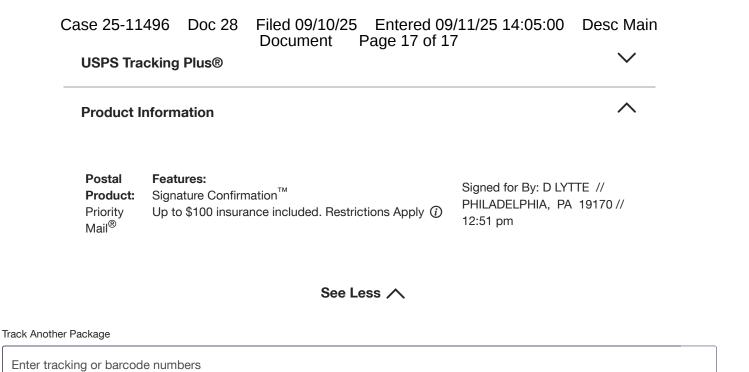
### **Processing at USPS Facility**

PHILADELPHIA, PA 19115 September 1, 2025, 12:50 pm

### **Arrived at Hub**

PHILADELPHIA, PA 19115





# **Need More Help?**

Contact USPS Tracking support for further assistance.

**FAQs**